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11. **Excluded Services.** This EULA shall not apply to your use of software, cloud services, or professional services (“Excluded Services”) that you purchase from Bizagi. All such Excluded Services are governed exclusively by the terms of the agreement that you have executed that covers such Excluded Services.

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   a. **Severability.** If any provision of this EULA is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.
   
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   d. **Entire Agreement.** This EULA sets forth the entire understanding and agreement between You and Bizagi.
e. **Assignment:** You shall not assign this EULA without the advance written consent of Bizagi. However, Bizagi may assign this EULA in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets. Any attempt to transfer or assign this EULA except as expressly authorized under this section, will be null and void.

f. **Force Majeure:** Neither Party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such Part gives as reasonable as practicable written notice thereof to the other party and uses its diligent efforts to resume performance.

g. **Survival:** All Sections of this EULA that by their nature must survive the termination or expiration of this EULA, including without limitation Sections 4 (Ownership), 12 (Warranty Disclaimer) and 13 (Limitation of Liability) shall survive any termination or expiration of this EULA.

h. **Marketing:** You acknowledge and agree that Bizagi may (i) include the name and logo of the entity that You represent in a list of Bizagi’s Customers to publicize the execution of this EULA, (ii) refer to the name and logo of the entity that You represent on Bizagi’s website; and, (iii) refer to the name and logo of the entity that You represent in marketing materials.